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13 10-14177

14 **IN THE UNITED STATES BANKRUPTCY COURT**  
15 **FOR THE DISTRICT OF ARIZONA**

16 IN RE:

17 Donko Properties, LLC

18 Debtor.

19 U.S. Bank, National Association

20 Movant,

21 vs.

22 Donko Properties, LLC, Debtor; , Trustee.

23 Respondents.

No. 2:10-bk-11456-RJH

Chapter 11

**STIPULATION REGARDING  
PLAN TREATMENT AND TO VALUE THE  
FIRST LIEN ENCUMBERING REAL  
PROPERTY LOCATED AT  
405 WEST 4TH STREET  
ELOY, AZ 85231**

24 IT IS HEREBY STIPULATED by and between the parties herein, through counsel  
25 undersigned, and Debtor in Possession (hereinafter "Debtor"), that the property generally described  
26 as 405 West 4th Street , Eloy, AZ 85231 and legally described as:

LOT 3, BLOCK 3, OF JOE LOUIS HEIGHTS NO. 3, ACCORDING TO THE PLAT  
OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL  
COUNTY, ARIZONA, RECORDED IN OOK 6 OF MAPS, PAGE 46.

1 ("Subject Property herein"), shall be treated as follows:

2  
3 Movant shall be deemed to have an allowed secured claim in the amount of \$14,900 pursuant  
4 to 11 U.S.C. Section 506 and the Debtor's Plan of Reorganization ("Plan"). Movant's allowed  
5 secured claim shall be repaid through the Plan with interest fixed at 5.25% per annum and the term of  
6 the repayment shall be repaid over 30 years.

7 All other terms and conditions of the original Note and Mortgage, except as otherwise  
8 modified by this Stipulation and Plan, shall remain in full force and effect.

9 This Stipulation shall be incorporated into the Debtor's confirmed Chapter 11 Plan, and the  
10 Stipulation may not be altered in any way by any subsequent amendment or modification to the Plan  
11 without express written consent of the Movant.

12 The Debtor hereby waives objections to Movant's claim in regard to the Property as modified  
13 by this Stipulation for all purposes besides accounting for the respective claims.

14 The agreements contained in this Stipulation shall be binding for purposes of the treatment of  
15 the Property in the Debtor's confirmed Chapter 11 Plan, unless otherwise stipulated to in writing.

16 In the event this case is converted to a Chapter 7 or dismissed, this Stipulation shall be  
17 deemed void and unenforceable.

18 Movant withdrew its objection to the Plan and was deemed to vote to accept the Plan.

19 SO STIPULATED:

20 Dated: 3/15/11

21  
22 Dated: 3/15/11

23 BY: 

Leonard McDonald, Esq  
Attorney for Movant

24 BY: /s/ Mark J. Giunta

Mark J. Giunta, Esq.  
Attorney for Debtor-in-Possession